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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
CP SHIPS USA LLC and CP SHIPS  
LIMITED,

Docket No. 07-Civ-8355 (LS)

Plaintiffs,

-against-

**ANSWER**

UTC OVERSEAS a/k/a UTC OVERSEAS  
INC.,

Defendant.  
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Defendant UTC Overseas, Inc. (“UTC”), by its counsel, as and for its answer to the complaint of plaintiffs CP Ships USA LLC and CP Ships Limited (collectively, “Plaintiffs”), alleges as follows.

1. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 1 of the complaint.
2. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 2 of the complaint.
3. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 3 of the complaint.
4. Denies each and every allegation contained in paragraph 4 of the complaint, except admits that UTC is a business entity organized and existing pursuant to the laws of the State of New York with an office at 476 Broadway, Suite 5001, New York, NY 10001.

5. Denies each and every allegation contained in paragraph 5 of the complaint, except admits that UTCO is a business entity organized and existing pursuant to the laws of the State of New York with offices and a place of business located at 100 Lighting Way, Suite 4000, Secaucus, NJ 07094.

6. Denies each and every allegation contained in paragraph 6 of the complaint.

7. Admits the allegations contained in paragraph 7 of the complaint, except denies knowledge or information sufficient to form a belief as to whether the United States District Court for the Southern District of New York has subject matter jurisdiction.

8. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 8 of the complaint.

9. With respect to paragraph 9 of the complaint, repeats the responses to paragraphs 1 through 8 of the complaint as if fully set forth herein.

10. Denies each and every allegation contained in paragraph 10 of the complaint, except admits that UTCO entered into agreements with Plaintiffs concerning freight forwarding and refers to any such agreement for the terms thereof.

11. Denies each and every allegation contained in paragraph 11 of the complaint.

12. Denies each and every allegation contained in paragraph 12 of the complaint.

13. Denies each and every allegation contained in paragraph 13 of the complaint.

14. Denies each and every allegation contained in paragraph 14 of the complaint, except admits that Plaintiffs claim that UTCO has breached unspecified agreements.

15. Denies each and every allegation contained in paragraph 15 of the complaint.

16. Denies each and every allegation contained in paragraph 16 of the complaint.

17. With respect to paragraph 17 of the complaint, repeats the responses to paragraphs 1 through 16 of the complaint as if fully set forth herein.

18. Denies each and every allegation contained in paragraph 18 of the complaint.

19. Denies each and every allegation contained in paragraph 19 of the complaint.

20. With respect to paragraph 20 of the complaint, repeats the responses to paragraphs 1 through 19 of the complaint as if fully set forth herein.

21. Denies each and every allegation contained in paragraph 21 of the complaint.

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

22. The allegations in the complaint fail to state a claim upon which relief can be granted.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

23. If any of the allegations in the complaint are true, Plaintiffs are not entitled to relief under the doctrine of unclean hands.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

24. If Plaintiffs suffered any damage as alleged in the complaint, which damage is expressly denied, then such damage resulted in whole or in part from wrongdoing by other parties not under the control of UTCO.

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**

25. If any of the allegations in the complaint are true, Plaintiffs are not entitled to relief under the doctrine of estoppel.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

26. If any of the allegations in the complaint are true, Plaintiffs' claims are barred by the applicable statute of frauds.

**AS AND FOR A SIXTH AFFIRMATIVE DEFENSE**

27. The Court lacks jurisdiction over UTCO as the allegations in the complaint are insufficient to allege violation of, and in fact, there were no violations by UTCO of any federal law.

**AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE**

28. If any of the allegations in the complaint are true, Plaintiffs are not entitled to relief as UTCO paid any amounts allegedly owed to Plaintiffs.

**AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE**

29. Plaintiffs' breach of contract claim fails for lack of consideration.

**RESERVATION OF DEFENSES**

30. UTCO reserves its right to assert any and all other defenses, both factual and legal, as may be justified by information subsequently obtained.

**WHEREFORE**, defendant UTC Overseas, Inc. respectfully demands judgment dismissing the complaint in its entirety with prejudice, and granting such other and further relief as this Court deems just and proper.

Dated: New York, New York  
November 21, 2007

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